

# Certification of Copy

STATE OF NEVADA }  
COUNTY OF CLARK } ss.

I, PAUL E. HORN, the duly elected, qualified and acting Recorder of Clark County, in the State of Nevada, do hereby certify that the attached is a true, full and correct copy of the original Fourth Supplemental Indenture -  
between Southwest Gas Corporation and Bank of America  
National Trust and Savings Association, Trustees and  
C.F. Felt, Individual Trustee. With the following  
exceptions -- (See reverse side)

now on record in Book 150 of Official Records ss

Instrument No. 122878 in this office.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed the seal of my office, in Las Vegas,  
Nevada, this Twenty-seventh day of  
January A.D. 19 64

PAUL E. HORN, County Recorder

By Shirley Anne Darden  
Deputy.

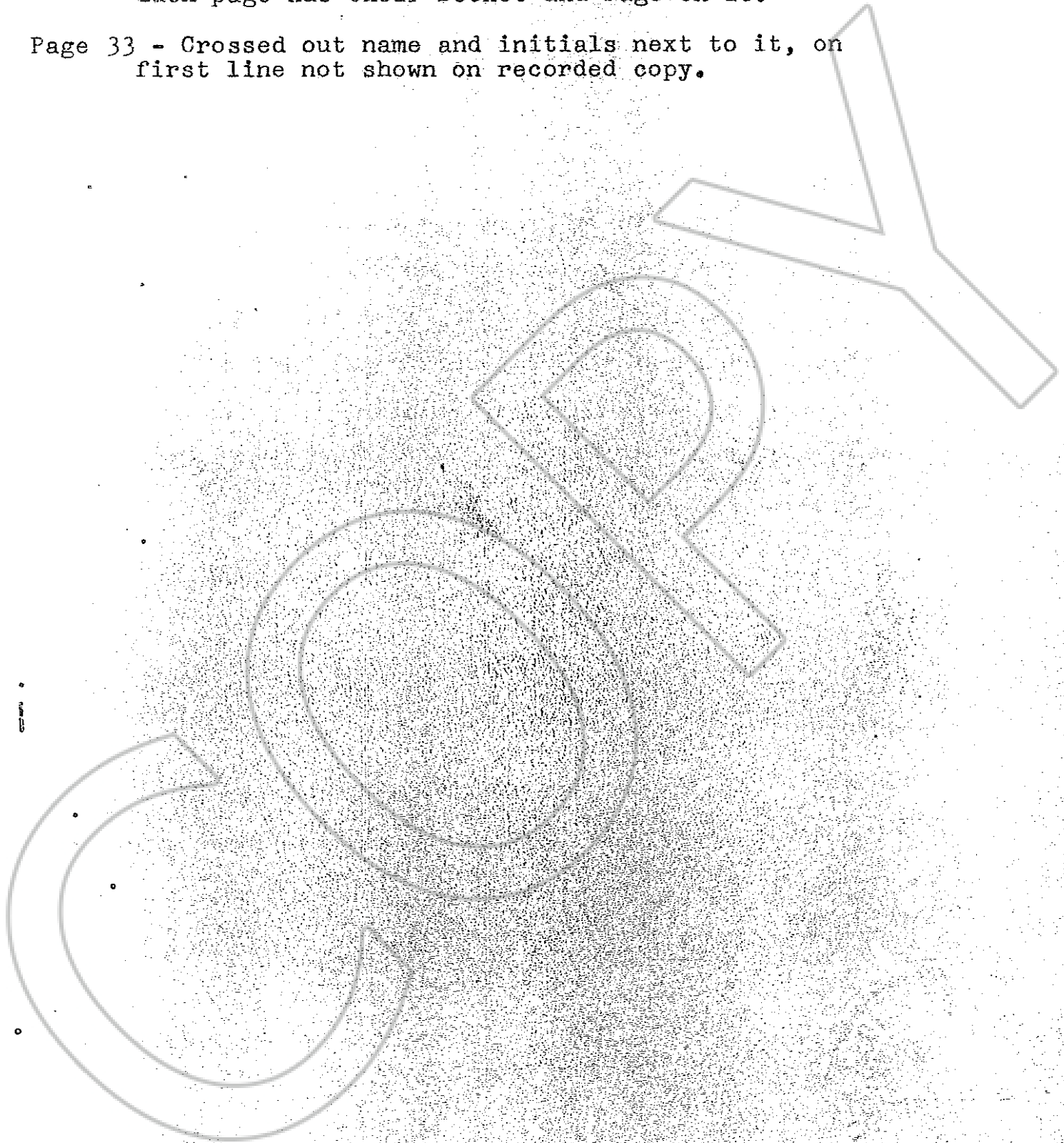
(SEAL)



EXCEPTIONS:

Recorded copy has recording stamp from other county.  
Each page has their Docket and Page on it.

Page 33 - Crossed out name and initials next to it, on  
first line not shown on recorded copy.



This Indenture is, among other things, a mortgage of chattels.

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SOUTHWEST GAS CORPORATION

AND

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

AND

C. F. FELT  
As TRUSTEES

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**Fourth Supplemental Indenture**

*Dated: October 1, 1957*

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**Supplemental to Indenture of Mortgage and Deed of Trust  
Dated June 1, 1951.**

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**First Mortgage Bonds, 5% Series A due 1973**

**First Mortgage Bonds, 5% Series B due 1977**



**This Indenture is, among other things, a mortgage of chattels.**

**INDENTURE**, dated October 1, 1957, between **SOUTHWEST GAS CORPORATION** (formerly named Southwest Gas Corporation, Ltd.), a corporation duly organized and existing under the laws of the State of California (hereinafter called the "Company") having its principal office at No. 522 South Figueroa Street, Los Angeles 17, State of California, party of the first part, and **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, having its principal office at No. 660 South Spring Street, Los Angeles, California (hereinafter called the "Trustee") and **C. F. FELT**, residing at No. 12075 Smallwood Avenue, Downey, California (hereinafter called the "Individual Trustee"), as Trustees, the Trustee and the Individual Trustee being hereinafter sometimes called the "Trustees", under the Indenture of Mortgage and Deed of Trust hereinafter mentioned, parties of the second part,

**WHEREAS**, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust dated June 1, 1951, to **Union Bank & Trust Co. of Los Angeles**, as Trustee, to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder, and has also executed and delivered indentures supplemental thereto dated April 7, 1955, November 1, 1956 and February 1, 1957; and

**WHEREAS**, said **Union Bank & Trust Co. of Los Angeles** has resigned as Trustee, and the Trustees have been duly appointed as successor Trustees under the Indenture; and

**WHEREAS**, Bonds have heretofore been issued under and in accordance with the terms of the Indenture (the term "Indenture" and other terms used herein having the meanings assigned thereto in said Indenture of Mortgage and Deed of Trust dated June 1, 1951, as heretofore

and hereby amended), in the several series specified below, of which the respective principal amounts specified below are outstanding at the date hereof:

<i>Series</i>	<i>Principal Amount Outstanding</i>
First Mortgage Bonds, 4% Series due 1973 .....	\$ 297,000
First Mortgage Bonds, 5% Series due 1981 .....	\$1,150,000
First Mortgage Bonds, 4¾% Series due 1979 ....	\$1,152,000
First Mortgage Bonds, 5% Convertible Series due 1981 .....	\$ 300,000

; and

WHEREAS, prior to the execution of this Fourth Supplemental Indenture Natural Gas Service Company of Arizona (hereinafter called "Arizona Gas Service"), an Arizona corporation, has been merged into the Company; and

WHEREAS, Arizona Gas Service heretofore executed and delivered its Indenture of Mortgage and Deed of Trust dated May 1, 1953 to The Valley National Bank of Phoenix, as Trustee, and has heretofore executed and delivered certain indentures supplemental thereto (said Indenture of Mortgage and Deed of Trust, as supplemented and amended, being herein called the "Arizona Gas Service Indenture"); and

WHEREAS, there have heretofore been issued under and in accordance with the terms of the Arizona Gas Service Indenture bonds in the aggregate principal amount of Six Hundred Thousand Dollars (\$600,000), as a first series entitled "First Mortgage Sinking Fund 4¼% Bonds, Series A", herein sometimes called "Arizona Gas Service Series A Bonds", and bonds in the aggregate principal amount of Two Hundred Thousand Dollars (\$200,000) as a second series designated "First Mortgage Sinking Fund 4¾% Bonds, Series B", herein sometimes called "Arizona Gas Service Series B Bonds" (the Arizona Gas Service Series A Bonds and the Arizona Gas Service Series B Bonds

being herein sometimes collectively called "Arizona Gas Service Bonds"), of which Five Hundred Two Thousand Dollars (\$502,000) principal amount of Arizona Gas Service Series A Bonds and Two Hundred Thousand Dollars (\$200,000) principal amount of Arizona Gas Service Series B Bonds are outstanding at the date hereof; and

WHEREAS, the Company has duly determined to create and secure under the Indenture a fifth and sixth series of Bonds to be known respectively as "First Mortgage Bonds, 5% Series A due 1973" (herein sometimes called "1973 Series A Bonds") and "First Mortgage Bonds, 5% Series B due 1977" (herein sometimes called "1977 Series B Bonds"); and

WHEREAS, the 1973 Series A Bonds are to be issued against surrender of a like principal amount of Arizona Gas Service Series A Bonds and the 1977 Series B Bonds are to be issued against surrender and cancellation of a like principal amount of Arizona Gas Service Series B Bonds; and

WHEREAS, the Indenture provides, and the Bonds recite, that subject to certain exceptions not presently relevant, if and to the extent authorized by the written consent of the holders for the time being of at least sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) in principal amount of each series of the Bonds then outstanding under the Indenture, such changes in or additions to the provisions of the Indenture may be made as such holders and the Company may deem necessary or advisable; and

WHEREAS, the holders of all of the Bonds outstanding under the Indenture have authorized by their written consent the execution of this Fourth Supplemental Indenture and the changes in and additions to the provisions of the Indenture hereinafter set forth; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the



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Trustee a Supplemental Indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That SOUTHWEST GAS CORPORATION, by way of further assurance and in consideration of the premises and of the acceptance by the Trustees of the trusts hereby created and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and any premium which may be due and payable on and the interest on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance and observance by the Company of all the covenants and conditions therein contained, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm, unto the Trustees, and to their respective successors in the trust, and to them and their assigns forever, all of the property, real, personal and mixed, now owned by the Company and situated in SAN BERNARDINO COUNTY and LOS ANGELES COUNTY, in the STATE OF CALIFORNIA, in CLARK COUNTY, in the STATE OF NEVADA and in GILA COUNTY, GREENLEE COUNTY and PINAL COUNTY, in the STATE OF ARIZONA (except property specifically excepted from the lien of the Indenture by the terms of the Indenture), and also all of the property, real, personal and mixed, hereafter acquired by the Company wherever situate (except property specifically excepted from the lien of the Indenture by the terms of the Indenture), including (without in any wise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in the Indenture) the following:

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I

The following described real estate located in Pinal County, State of Arizona:

## PARCEL 1

*Coolidge Property—*

Lots Ten (10), Eleven (11), Twelve (12), Fourteen (14) and Fifteen (15), Block Five (5), Townsite of Coolidge, Amended, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 2 of Maps, page 4 thereof.

## PARCEL 2

*Eloy Property—*

Lots One (1) and Two (2), Block Fifty-Three (53), all in Cotton City Proper (now the Incorporated Town of Eloy) Pinal County, Arizona, according to the map and plat thereof on file in the office of the County Recorder of said Pinal County, Arizona.

## PARCEL 3

*Casa Grande Regulator Station—*

Commencing at a point on the Section line between Sections Twenty-eight (28) and Twenty-nine (29), Township Six (6) South, Range Six (6) East, Gila and Salt River Base and Meridian, South  $0^{\circ}27'$  West 1661.5 feet from the one quarter section corner for said Sections 28 and 29; running thence East a distance of 63 feet; thence South a distance of 10 feet; thence West a distance of 63 feet; thence North a distance of 10 feet to the point of beginning; EXCEPTING THEREFROM the West 33 feet reserved for road purposes.

## PARCEL 4

*Eloy Regulator Station—*

Part of the Southwest quarter of the Southwest quarter ( $SW\frac{1}{4}SW\frac{1}{4}$ ) of Section Six (6), Township Eight (8) South, Range Eight (8) East, more particularly described as follows:

Beginning at a point 33 feet North and 33 feet East of the Southwest corner of said Section 6; thence East 30 feet; thence North 10 feet; thence West 30 feet; thence South 10 feet to the place of beginning.

## Parcel 5

*Maricopa Property --*

That part of the Southwest quarter ( $SW\frac{1}{4}$ ) of Section Twenty-seven (27) Township Four (4) South, Range Three (3) East of the Gila and Salt River Base and Meridian, described as follows:

From a point on the West boundary of said Section 27 which is 1523.90 feet northerly from the Southwest corner of said Section 27, go thence Easterly at right angle to the said Section line a distance of 50 feet to the true point of beginning, said point of beginning being identical to a point on the East Right of Way boundary of the presently existing Highway 50 feet easterly from Sta. P. C. 628 plus 82.66 feet of said Highway and said point of beginning being further identified as the most southerly point of that particular parcel of land described in Docket 114, at page 525 on file in the office of the Pinal County Recorder at Florence, Arizona;

Thence northerly parallel to the West boundary of said Section 27 a distance of 264.12 feet;

Thence Westerly at right angle to the preceding course a distance of 23.72 feet to a point on the easterly Right of Way boundary of the presently existing Highway;

Thence in a southeasterly direction along a  $3052'$  curve, said curve being the easterly Right of Way boundary of the presently existing Highway, a distance of 265.10 feet, more or less, to the point of beginning.



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II

All gas distribution and gas transmission systems of the Company, all buildings, erections, structures, generating and purifying apparatus, holders, engines, boilers, benches, retorts, tanks, pipe lines, connections, service pipes, meters, regulators, conduits, tools, instruments, appliances, apparatus, facilities, machinery, fixtures, and all other property used or provided for use in the construction, maintenance, repair or operation of such distribution and transmission systems, together with all the certificates, rights, privileges, rights of way, franchises, licenses, easements, grants, liberties, immunities, permits of the Company, howsoever conferred or acquired, under, over, or upon any private property or any public streets or highways within as well as without the corporate limits of any municipal corporation (except the property specifically excepted from the lien of the Indenture by the terms of the Indenture).

Without limiting the generality of the foregoing, there are expressly included the gas distribution systems of the Company located in and about and serving the following municipalities, towns and unincorporated communities and areas adjacent thereto:

*In Pinal County, Arizona:*

Coolidge, Florence, Superior, Casa Grande, Eloy, Picacho, Randolph and Stanfield.

*In Gila County, Arizona:*

Hayden.

*In Greenlee County, Arizona:*

Clifton and Morenci.

## III

All gas generating plants, gas storage plants and gas manufacturing plants of the Company, all the buildings, erections, structures, generating and purifying apparatus, holders, engines, boilers, benches, retorts, tanks, instruments, appliances, apparatus, facilities, machinery, fixtures, and all other property used or provided for use in the gener-

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ation, manufacturing and purifying of gas, together with the land on which the same are situated, and all other lands and easements, rights of way, permits, privileges, and sites forming a part of such plants or any of them or occupied, enjoyed or used in connection therewith (except the property specifically excepted from the lien of the Indenture by the terms of the Indenture).

## IV

All and singular, the franchises, permits, certificates, grants, immunities, privileges and rights of the Company now owned and held by it or hereafter acquired, for the construction, maintenance, and operation of the gas plants and systems above described, as well as all franchises, permits, certificates, grants, immunities, privileges and rights of the Company used or useful in the operation of the property mortgaged hereunder.

## V

All of the right, title and interest of the Company in and to all agreements, licenses or leases for the purchase of gas, assigned to or acquired by the Company by virtue of the merger of Natural Gas Service Company of Arizona into the Company or entered into by the Company at or prior to the date of execution hereof or hereafter made, or any modification or alteration thereof or substitution therefor.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property, or any part thereof, with the reversion and reversions, remainder and remainders, rents, issues, income and profits thereof, and all the estate, rights, title, interest and claim whatsoever, at law or in equity, which the Company now has or which it may hereafter acquire in and to the aforesaid property and every part and parcel thereof.

To HAVE AND TO HOLD the property and franchises hereby conveyed and assigned, or intended so to be, unto the Trustees and their successors in the trust forever;



Subject, however, as to property hereby conveyed, to Permitted Encumbrances;

BUT IN TRUST NEVERTHELESS, under and subject to the terms and conditions hereinafter set forth, for the equal pro rata benefit and security of each and every the persons and corporations who may be or become the holders of the Bonds and coupons hereby secured, without preference, priority or distinction as to lien or otherwise of one Bond or coupon over or from the others by reason of priority in the issue or negotiation thereof, or by reason of the date of maturity thereof, or otherwise (except as any sinking, amortization, improvement, renewal or other analogous fund, established in accordance with the provisions of the Indenture, may afford additional security for the Bonds of any particular series and except as provided in § 12.01 of the Indenture), and for securing the observance and performance of all the terms, provisions and conditions of the Indenture.

THIS INDENTURE FURTHER WITNESSETH, that the Company has agreed and covenanted, and hereby does agree and covenant with the Trustees and their respective successors and assigns and with the respective holders from time to time of the Bonds and coupons, or any thereof, as follows:

#### ARTICLE I.

##### Certain Amendments of Indenture.

The Indenture as heretofore amended be and it hereby is further amended in the following respects, the section numbers specified below being the sections of the Indenture in which such amendments occur:

§ 1.01. The following be and it hereby is added, immediately after the definition of the term "1981 Series Convertible Bonds" in § 1.01, as heretofore amended:

"The term '1973 Series A Bond' shall mean one of the First Mortgage Bonds, 5% Series A due 1973, issued hereunder. The term '1977 Series B Bond' shall mean one of the First Mortgage Bonds, 5% Series B due 1977, issued hereunder."

§ 1.04. The words "located in the State of California" in the definition of "Property Additions" in § 1.04 be and they hereby are deleted and the following substituted therefor:

"located in the States of Arizona, California or Nevada".

§ 1.08. The following Clause (j) be and it hereby is added to the definition of "Funded Property" in § 1.08, as heretofore amended:

"(j) All property acquired in connection with the merger of Natural Gas Service Company of Arizona, an Arizona corporation."

§ 3.01. The following paragraphs be and they hereby are added at the end of § 3.01, as heretofore amended:

"Upon the execution and delivery of the Fourth Supplemental Indenture dated October 1, 1957, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Five Hundred Two Thousand Dollars (\$502,000) principal amount of 1973 Series A Bonds executed by the Company and the surrender to the Trustee for cancellation of a like principal amount of Arizona Gas Service Series A Bonds, the Trustee shall, without receiving any of the documents and/or cash otherwise required by Articles V, VI, or VII of the Indenture in respect of the issue of such Bonds, authenticate such 1973 Series A Bonds and deliver them to or upon the Written Order of the Company.

"Upon the execution and delivery of the Fourth Supplemental Indenture dated October 1, 1957, and upon delivery to the Trustee at any time or from time to time thereafter of all or any part of Two Hundred Thousand Dollars (\$200,000) principal amount of 1977 Series B Bonds executed by the Company, and the surrender to the Trustee for cancellation of a like principal amount of Arizona Gas Service Series B Bonds, the Trustee shall, without receiving any of the documents and/or cash otherwise required by Articles V, VI or VII of the Indenture in respect of the issue of such Bonds, authenticate such 1977 Series B Bonds and deliver them to or upon the Written Order of the Company.

"The 1973 Series A Bonds, and 1977 Series B Bonds shall be in all respects as described in § 2.01 et seq. of the Fourth Supplemental Indenture dated October 1, 1957."



§ 7.01. Paragraph (b) of § 7.01 B (2), as heretofore amended, be and it hereby is deleted (the specification of particular funds being made unnecessary by the following amendment) and paragraph (c) of said § 7.01 B (2) be and it hereby is amended to read as follows:

“(c) Any Bond purchased, paid, redeemed or otherwise retired through the operation of any sinking, amortization, improvement, renewal or other analogous fund established pursuant to the Indenture [*the following may be added if applicable*] except the following Bonds purchased, paid, retired or redeemed through the operation of the \_\_\_\_\_ fund which was created by the Supplemental Indenture dated \_\_\_\_\_ [*or other instrument*] which permits the authentication and delivery of Bonds under Article VII upon the basis of the redemption, purchase or other retirement of such Bonds: [*Insert description of such Bonds.*]”

§ 8.07. The words “a majority in principal amount of the 1973 Series Bonds then outstanding, of the 1979 Series Bonds then outstanding, of the 1981 Series Bonds then outstanding, and of the 1981 Series Convertible Bonds then outstanding, taken as one class”, in the third paragraph of § 8.07, as heretofore amended, be and they hereby are amended to read “a majority in principal amount of the Bonds then outstanding, taken as one class”.

§ 8.11. The following paragraphs be and they are hereby added at the end of § 8.11:

“The Company will:

A. At such times as the Trustee shall reasonably request, furnish statements in reasonable detail showing the earnings, expenses and financial condition of the Company;

B. From time to time furnish to the Trustee such data as to the plants, property and equipment of the Company, as the Trustee shall reasonably request;

C. On or before the expiration of three (3) months after the end of each fiscal year, furnish to the Trustee a report in the form intended for submission to the Board of Directors of the Company, signed or certified by independent public accountants, acceptable to the Trustee covering the operations of the Company during the twelve (12) calendar months ending at the close of the preceding fiscal year, and containing in any event a

balance sheet of the Company as at the close of the preceding fiscal year and a statement of the income account and surplus account of the Company for such preceding fiscal year.

D. Within forty-five (45) days after the end of each quarterly fiscal period of the Company deliver to the Trustee a copy of the quarterly operating report of the Company, including a balance sheet of the Company as at the end of such quarterly period and an income and surplus statement of the Company for the quarterly period ending as of the date of such balance sheet, all in reasonable detail and certified by an authorized officer of the Company.

Said reports and statements shall be available at all reasonable times for the inspection of any bond holder or his authorized agent."

ARTICLE IX. The heading of Article IX be and it hereby is amended to read as follows:

**"Sinking Funds.  
Renewal and Replacement Fund."**

§ 9.01. The following Clauses E and F be and they hereby are added to § 9.01, immediately after Clause D thereof:

"E. The Company will maintain a Sinking Fund (herein called the 'Sinking Fund for the 1973 Series A Bonds') to be applied as hereinafter provided for the 1973 Series A Bonds, and for that purpose will pay to the Trustee two business days prior to each of the semi-annual dates in the following tabulation, the amount of cash (herein called the 'Fixed Sinking Fund Payment' in respect of the 1973 Series A Bonds) set opposite such dates:

<u>Semi-Annual Dates</u>	<u>Amount of Cash to be Deposited on the Respective Semi-Annual Dates</u>
November 1, 1957 .....	\$13,000
May 1, 1958 .....	13,000
November 1, 1958 .....	13,000
May 1, 1959 .....	13,000



<u>Semi-Annual Dates</u>	<u>Amount of Cash to be Deposited on the Respective Semi-Annual Dates</u>
November 1, 1959 .....	\$14,000
May 1, 1960 .....	14,000
November 1, 1960 .....	14,000
May 1, 1961 .....	14,000
November 1, 1961 .....	14,000
May 1, 1962 .....	14,000
November 1, 1962 .....	15,000
May 1, 1963 .....	15,000
November 1, 1963 .....	15,000
May 1, 1964 .....	15,000
November 1, 1964 .....	15,000
May 1, 1965 .....	15,000
November 1, 1965 .....	16,000
May 1, 1966 .....	16,000
November 1, 1966 .....	16,000
May 1, 1967 .....	16,000
November 1, 1967 .....	16,000
May 1, 1968 .....	17,000
November 1, 1968 .....	17,000
May 1, 1969 .....	17,000
November 1, 1969 .....	17,000
May 1, 1970 .....	17,000
November 1, 1970 .....	18,000
May 1, 1971 .....	18,000
November 1, 1971 .....	18,000
May 1, 1972 .....	18,000
November 1, 1972 .....	19,000

"F. The Company will maintain a sinking fund (herein called the 'Sinking Fund for the 1977 Series B Bonds') to be applied as hereinafter provided for the 1977 Series B Bonds, and for that purpose will pay to the Trustees two business days prior to each of the semi-annual dates in the following tabulation, the amount of cash (herein called the 'Fixed Sinking Fund Payment' in respect of the 1977 Series B Bonds) set opposite such dates:

<u>Semi-Annual Dates</u>	<u>Amount of Cash to be Deposited on the Respective Semi-Annual Dates</u>
May 1, 1958	\$ 3,000
November 1, 1958	3,000
May 1, 1959	3,000
November 1, 1959	3,000
May 1, 1960	3,000
November 1, 1960	3,000
May 1, 1961	3,000
November 1, 1961	3,000
May 1, 1962	4,000
November 1, 1962	4,000
May 1, 1963	4,000
November 1, 1963	4,000
May 1, 1964	4,000
November 1, 1964	4,000
May 1, 1965	4,000
November 1, 1965	4,000
May 1, 1966	5,000
November 1, 1966	5,000
May 1, 1967	5,000
November 1, 1967	5,000
May 1, 1968	5,000
November 1, 1968	5,000
May 1, 1969	5,000
November 1, 1969	5,000
May 1, 1970	6,000
November 1, 1970	6,000
May 1, 1971	6,000
November 1, 1971	6,000
May 1, 1972	6,000
November 1, 1972	6,000
May 1, 1973	7,000
November 1, 1973	7,000
May 1, 1974	7,000
November 1, 1974	7,000
May 1, 1975	8,000
November 1, 1975	8,000
May 1, 1976	8,000
November 1, 1976	8,000



§ 9.03. The second paragraph of § 9.03 be and it hereby is amended to read as follows:

“The Trustee, for and on behalf of and in the name of the Company, shall thereafter give notice by publication, mail, or both, as may be required by the provisions of Article X, of the redemption on the first day of the month next ensuing the particular Sinking Fund Payment Date of the Bonds so selected. A copy of such notice shall also be mailed to the Company. Such notice shall state that the redemption is for a specified Sinking Fund, in lieu of stating that the Company has elected to redeem the Bonds designated therein. Subject to the provisions of this Section, the redemption of such Bonds shall be effected in the manner and upon the terms provided in § 10.02, but the redemption price to be paid on Bonds so redeemed for the purposes of said Sinking Funds shall be the applicable redemption price specified in § 10.06.”

§ 9.06. The words and figures “the Fixed Sinking Fund Payments in respect of the 1973 Series Bonds, the 1979 Series Bonds, the 1981 Series Bonds and the 1981 Series Convertible Bonds” in the third from the last paragraph of § 9.06, as heretofore amended, be and they hereby are amended to read “the Fixed Sinking Fund Payments specified in § 9.01.”

§ 10.05. The following paragraphs be and they hereby are added at the end of § 10.05, as heretofore amended:

“The 1973 Series A Bonds shall, upon compliance with the provisions of this Article X and in the manner and upon the terms therein provided, be redeemable, at the option of the Company, either as a whole at any time, or in part in multiples of One Thousand Dollars (\$1,000) from time to time, at the following redemption prices (expressed in percentages of the principal sum) together with accrued interest thereon to the date fixed for redemption: 103.82% if the redemption date is on or before April 30, 1958; 103.63% if the redemption date is thereafter and on or before April 30, 1959; 103.46% if the redemption date is thereafter and on or before April 30, 1960; 103.23% if the redemption date is thereafter and on or before April 30, 1961; 103.03% if the redemption date is thereafter and on or before April 30, 1962; 102.81% if the redemption date is

thereafter and on or before April 30, 1963; 102.58% if the redemption date is thereafter and on or before April 30, 1964; 102.30% if the redemption date is thereafter and on or before April 30, 1965; 102.12% if the redemption date is thereafter and on or before April 30, 1966; 101.87% if the redemption date is thereafter and on or before April 30, 1967; 101.60% if the redemption date is thereafter and on or before April 30, 1968; 101.33% if the redemption date is thereafter and on or before April 30, 1969; 101.05% if the redemption date is thereafter and on or before April 30, 1970; 100.72% if the redemption date is thereafter and on or before April 30, 1971; 100.40% if the redemption date is thereafter and on or before April 30, 1972; and 100% if redeemed thereafter.

The 1977 Series B Bonds shall, upon compliance with the provisions of this Article X and in the manner and upon the terms therein provided be redeemable, at the option of the Company, either as a whole at any time, or in part in multiples of One Thousand Dollars (\$1,000) from time to time, at the following redemption prices (expressed in percentages of the principal sum) together with accrued interest thereon to the date fixed for redemption:

Period (Dates inclusive)	Redemption Price
On or before April 30, 1958	110.00%
May 1, 1958 to April 30, 1959	109.67%
May 1, 1959 to April 30, 1960	109.27%
May 1, 1960 to April 30, 1961	108.89%
May 1, 1961 to April 30, 1962	108.49%
May 1, 1962 to April 30, 1963	108.07%
May 1, 1963 to April 30, 1964	107.69%
May 1, 1964 to April 30, 1965	107.18%
May 1, 1965 to April 30, 1966	106.73%
May 1, 1966 to April 30, 1967	106.24%
May 1, 1967 to April 30, 1968	105.73%
May 1, 1968 to April 30, 1969	105.11%
May 1, 1969 to April 30, 1970	104.71%
May 1, 1970 to April 30, 1971	104.16%
May 1, 1971 to April 30, 1972	103.56%
May 1, 1972 to April 30, 1973	102.96%
May 1, 1973 to April 30, 1974	102.33%
May 1, 1974 to April 30, 1975	101.60%
May 1, 1975 to April 30, 1976	100.89%
May 1, 1976 to April 30, 1977	100.00%



§ 10.06. § 10.06, as heretofore amended, be and it hereby is amended to read as follows:

“§ 10.06. In case of the redemption of 1973 Series Bonds, 1979 Series Bonds, 1981 Series Bonds, 1981 Series Convertible Bonds, 1973 Series A Bonds or 1977 Series B Bonds pursuant to the provisions of Article IX, such 1973 Series Bonds, 1979 Series Bonds, 1981 Series Bonds, 1981 Series Convertible Bonds, 1973 Series A Bonds or 1977 Series B Bonds shall, upon compliance with the provisions of this Article X, be redeemable either as a whole at any time, or in part from time to time, at the principal amount thereof, together, in each case, with interest accrued to the date fixed for redemption, without premium.”

§ 11.08. § 11.08, as heretofore amended, be and it hereby is amended by adding the words “or in the State of Arizona” immediately after the words “Las Vegas, Nevada” in the first paragraph thereof.

§ 11.13. The words and figures “the redemption price of the 1973 Series Bonds, the 1979 Series Bonds and the 1981 Series Bonds shall be the respectively applicable prices” appearing three times in § 11.13A, as heretofore amended, be and they hereby are amended to read: “the redemption price of the several series of Bonds shall be the applicable price”.

## ARTICLE II.

### 1973 Series A Bonds.

### 1977 Series B Bonds.

§ 2.01. There shall be a fifth series of Bonds, known as and entitled “First Mortgage Bonds, 5% Series A due 1973” (herein called the “1973 Series A Bonds”), and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section specified and shall in other respects be substantially as set forth in § 2.03 of this Supplemental Indenture.

The 1973 Series A Bonds shall bear interest at the rate of five per cent. (5%) per annum and shall mature May 1, 1973. The date of commencement of the first interest period for the 1973 Series A Bonds shall be May 1, 1957.

The 1973 Series A Bonds shall be coupon Bonds of the denomination of One Thousand Dollars (\$1,000) and registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The coupon Bonds of the 1973 Series A Bonds shall be dated as of May 1, 1957. The registered Bonds of the 1973 Series A Bonds without coupons shall be dated as provided in § 2.08 of the Indenture. All 1973 Series A Bonds shall bear interest from their respective dates, such interest to be payable semi-annually on the first day of May and November in each year, the first interest payment date being November 1, 1957. Both the principal of and the interest on the 1973 Series A Bonds shall be payable at the principal office of the Trustee in the City of Los Angeles, California, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The 1973 Series A Bonds shall be subject to redemption at the option of the Company in the manner provided in § 10.05 of the Indenture.

The coupon 1973 Series A Bonds shall be numbered from ME-1 upward, and the registered 1973 Series A Bonds shall be numbered from RE-1 upward.

1973 Series A Bonds shall be entitled to the benefits of, and shall be subject to redemption through the operation of, a Renewal and Replacement Fund and a Sinking Fund, all as provided in Article IX of the Indenture. The redemption prices of the 1973 Series A Bonds for the purposes of § 11.08 and § 11.13A shall be the respectively applicable redemption prices set forth in § 10.05, as amended.

§ 2.02. There shall be a sixth series of Bonds, known as and entitled "First Mortgage Bonds, 5% Series B due 1977" (herein called the "1977 Series B Bonds"), and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section specified and shall in other respects be substantially as set forth in § 2.03 of this Supplemental Indenture, with suitable variations.

The 1977 Series B Bonds shall bear interest at the rate of five per



cent. (5%) per annum and shall mature May 1, 1977. The date of commencement of the first interest period for the 1977 Series B Bonds shall be May 1, 1957.

The 1977 Series B Bonds shall be coupon Bonds of the denomination of One Thousand Dollars (\$1,000) and registered Bonds without coupons of the denominations of One Thousand Dollars (\$1,000) and any multiple thereof. The coupon Bonds of the 1977 Series B Bonds shall be dated as of May 1, 1957. The registered Bonds of the 1977 Series B Bonds without coupons shall be dated as provided in § 2.08 of the Indenture. All 1977 Series B Bonds shall bear interest from their respective dates, such interest to be payable semi-annually on the first day of November and May in each year, the first interest payment date being November 1, 1957. Both the principal of and the interest on the 1977 Series B Bonds shall be payable at the principal office of the Trustee in the City of Los Angeles, California, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. The 1977 Series B Bonds shall be subject to redemption at the option of the Company in the manner provided in § 10.05 of the Indenture.

The coupon 1977 Series B Bonds shall be numbered from MF-1 upward, and the registered 1977 Series B Bonds shall be numbered from RF-1 upward.

1977 Series B Bonds shall be entitled to the benefits of, and shall be subject to redemption through the operation of, a Renewal and Replacement Fund and a Sinking Fund, all as provided in Article IX of the Indenture. The redemption prices of the 1977 Series B Bonds for the purposes of § 11.08 and § 11.13A shall be the respectively applicable redemption prices set forth in § 10.05, as amended.

§ 2.03. The registered Bonds without coupons of the 1973 Series A Bonds and the 1977 Series B Bonds, the Bonds in coupon form of such series and the coupons to be attached thereto are to be substantially in the following forms respectively with such appropriate insertions and variations as are in the Indenture provided or permitted:

[FORM OF REGISTERED BOND WITHOUT COUPONS OF THE 1973 SERIES A BONDS AND 1977 SERIES B BONDS]

**SOUTHWEST GAS CORPORATION**

First Mortgage Bond, 5% Series .... Due 19....

Due May 1, 19....

\$.....

No. R.....

For value received, SOUTHWEST GAS CORPORATION, a corporation organized and existing under the laws of the State of California (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), hereby promises to pay to or registered assigns on May 1, 19.... the sum of

Dollars (\$ )

in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay to the registered holder hereof interest thereon from the date hereof, at the rate of five per cent. (5%) per annum, in like coin or currency, payable semi-annually on the first day of November and the first day of May in each year until the principal hereof shall have become due and payable, and thereafter if default be made in the payment of such principal, at the rate of six per cent. (6%) per annum until the principal hereof shall be paid. Payments of both principal and interest are to be made at the principal trust office of the Trustee in the City of Los Angeles, California, or, at the option of the registered holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York.

This Bond is one of an authorized issue of Bonds of the Company known as its First Mortgage Bonds, not limited in aggregate principal amount except as provided in the Indenture hereinafter mentioned, all issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement, renewal or other analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the Bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated June 1, 1951 executed by the Company to Union Bank & Trust Co. of Los Angeles, as Trustee, said Union Bank & Trust Co. of Los Angeles having been succeeded by Bank of America National Trust and Savings Association (herein called the "Trustee", which term shall include any suc-



cessor as such Trustee) and C. F. Felt, as Trustees. The Trustee and said C. F. Felt and his successors as trustee are herein collectively called the "Trustees". Reference is made to said Indenture of Mortgage and Deed of Trust and all Indentures supplemental thereto (all herein collectively called the "Indenture") for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are and are to be secured and the rights of the holders or registered owners thereof and of the Trustees, or either of them, in respect of such security. As provided in the Indenture, said Bonds may be issued in series, for various principal sums, may bear different dates and mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided or permitted. This Bond is one of the Bonds described in the Indenture and designated therein as "First Mortgage Bonds, 5% Series . . . Due 19. . . ." (hereinafter referred to as the "19 . . . Series . . . Bonds").

As provided in the Indenture, the 19. . . Series . . . Bonds are subject to redemption prior to maturity at the option of the Company either as a whole at any time or in any part in multiples of One Thousand Dollars (\$1,000), from time to time, and in certain other cases, at the following redemption prices: *[Insert redemption prices]*

As provided in the Indenture, the 19. . . Series . . . Bonds are entitled to the benefits of the Sinking Fund and the Renewal and Replacement Fund provided for in the Indenture and are also subject to redemption, in whole or in part, out of monies deposited with the Trustee through the operation of such Sinking Fund, but in such cases the redemption shall be effected at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption, without premium.

As provided in the Indenture, if any of the Bonds to be redeemed shall be registered Bonds without coupons or coupon Bonds which shall be registered as to principal, notice of redemption shall be mailed by registered mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to each registered holder of any Bond to be so redeemed to the last address of such holder appearing on the registry books for the Bonds, and, if any coupon Bonds are to be redeemed which shall not be registered as to principal, notice of redemption shall be published once in each week for four (4) successive calendar weeks (in each instance on any day of the week) in one newspaper, printed in the English language and customarily published and of general circulation in the Borough of Manhattan, The City of New York at least once on each day, other

than holidays and Sundays, and in one newspaper printed in the English language and customarily published and of general circulation in the City of Los Angeles, California, at least once on each day, other than holidays and Sundays.

If this Bond or any portion hereof (One Thousand Dollars [\$1,000] or a multiple thereof) is called for redemption and payment duly provided, this Bond or such portion hereof shall cease to bear interest from and after the date fixed for such redemption.

To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said Bonds may be changed and modified with the consent of the Company and upon the written consent of the holders of at least sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) in principal amount of the Bonds then outstanding and entitled to consent and, in case one or more but less than all of the series of Bonds issued under the Indenture are so affected, of at least sixty-six and two-thirds per cent. (66 $\frac{2}{3}$ %) in principal amount of the Bonds then outstanding and entitled to consent of each series affected thereby, *provided* that no such change shall be made (a) which would without the consent of the holders of all Bonds then outstanding and affected thereby (i) reduce the principal of, or premium on, or the rate of interest payable on the Bonds (ii) postpone the maturity date fixed in the Indenture or in the Bonds or coupons for the payment of the principal of, or any installment of interest on, the Bonds (iii) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (iv) reduce the percentage of the principal amount of Bonds the consent of the holders of which is required for the authorization of any such change or modification, or (b) which would modify, without the written consent of the Trustees, the rights, duties or immunities of the Trustees, or either of them.

In case an event of default as defined in the Indenture shall occur and be continuing, the principal of all the Bonds outstanding may be declared and may become due and payable in the manner and with the effect provided in the Indenture.

Like aggregate principal amounts of the 19... Series... Bonds in coupon form and 19... Series... Bonds in registered form without coupons, of authorized denominations, are exchangeable and interchangeable and in the Indenture the Company has covenanted that, upon payment of charges and otherwise as provided therein, any such exchange or interchange may be made by the holder upon presentation of any Bond or Bonds for that purpose at the aforesaid office of the Trustee.



As a condition precedent to any interchange, exchange or transfer referred to above, the Company may require payment by the holder of a sum sufficient to reimburse it for any stamp tax or any other governmental charge with respect to any transfer involved therein, and an additional sum not exceeding Two Dollars (\$2) for each Bond issued upon any such interchange, exchange or transfer.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any indenture supplemental thereto, or in any Bond or coupon thereby secured, or because of any indebtedness thereby secured, shall be had against any incorporator, or against any past, present or future stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that the Indenture, any indenture supplemental thereto and the obligations thereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, stockholders, officers or directors, as such, of the Company or of any successor corporation, or of any of them, because of the incurring of the indebtedness thereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in the Indenture or in any Indenture supplemental thereto or in any of the Bonds or coupons thereby secured, or implied therefrom.

This Bond is a registered Bond without coupons and is transferable by the registered holder hereof in person or by the attorney of such holder, duly authorized in writing, on the registry books to be kept for the purpose at the aforesaid principal trust office of the Trustee, Registrar for the Bonds, upon surrender of this Bond accompanied by a written instrument of transfer in form approved by the Company, duly executed by the registered holder in person or by such attorney, and upon cancellation hereof one or more new registered Bonds without coupons, of authorized denominations, for the same aggregate principal amount, will be issued to the transferee in exchange hereof, as provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Bond is registered on such books as the absolute owner and holder hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment hereof, and on account hereof and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

Upon any partial redemption of this Bond, at the option of the registered holder hereof, this Bond may be either (i) surrendered to the Trustee in exchange for one or more new registered Bonds without coupons, of authorized denominations, registered in the name of such holder, in an aggregate principal amount equal to the principal amount remaining unpaid upon this Bond, or (ii) submitted to the Trustee for notation hereon of the payment of the portion of the principal hereof paid upon such partial redemption.

This Bond shall not be valid or become obligatory for any purpose until the certificate endorsed hereon shall be signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, SOUTHWEST GAS CORPORATION has caused these presents to be signed in its name by its President or a Vice-President and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary.

Dated,

SOUTHWEST GAS CORPORATION

By

President

Attest:

Secretary

[TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds, of the series designated herein, described in the within-mentioned Indenture.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, Trustee

By

Authorized Officer



[FORM OF COUPON BOND OF THE 1973 SERIES A BONDS AND THE 1977 SERIES B BONDS]

SOUTHWEST GAS CORPORATION

FIRST MORTGAGE BOND, 5% SERIES . . . . DUE 19 . . . .

Due May 1, 19 . . . .

\$ . . . . .

No. M . . . . .

For value received, SOUTHWEST GAS CORPORATION, a corporation organized and existing under the laws of the State of California (hereinafter called the "Company", which term shall include any successor corporation as defined in the Indenture hereinafter referred to), hereby promises to pay to bearer, or if this Bond be registered as to principal, to the registered owner hereof on May 1, 19 . . . . , the sum of One Thousand Dollars (\$1,000) in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon from the date hereof at the rate of five per cent. (5%) per annum, in like coin or currency, payable semi-annually on the first day of November and the first day of May in each year until the principal hereof shall have become due and payable, and thereafter if default be made in the payment of such principal, at the rate of six per cent. (6%) per annum until the principal hereof shall be paid. Until the date when such principal shall have become due and payable interest shall be paid only upon presentation and surrender and according to the tenor of the interest coupons hereto annexed as they severally mature. Payments of both principal and interest are to be made at the principal trust office of the Trustee in the City of Los Angeles, California, or at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York.

[Here insert paragraphs 2 to 11 inclusive of the foregoing form of Registered Bond without coupons]

This Bond is transferable by delivery unless registered as to principal in the name of the holder on the registry books to be kept for such purpose at the aforesaid principal trust office of the Trustee,

Registrar for the Bonds, such registration being noted hereon. After such registration, no transfer hereof shall be valid unless made upon said books by the registered holder in person or by the attorney of such holder duly authorized in writing and similarly noted hereon; but this Bond may be discharged from registration by being, in like manner, transferred to bearer, and thereupon transferability by delivery shall be restored, but again and from time to time this Bond may be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons hereto appertaining, which shall always continue to be payable to bearer and to be transferable by delivery.

The Company and the Trustee may deem and treat the bearer of this Bond, if it be not registered as to principal, or, if this Bond be registered as herein authorized, the person in whose name the same is registered, and the bearer of any coupon hereto appertaining, as the absolute owner and holder hereof and thereof (whether or not this Bond or such coupon shall be overdue) for the purpose of receiving payment hereof and thereof, and on account hereof and thereof and for all other purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

Neither this Bond nor any coupon hereto attached shall be valid or become obligatory for any purpose until the certificate endorsed hereon shall be signed by the Trustee under the Indenture.

IN WITNESS WHEREOF, SOUTHWEST GAS CORPORATION has caused these presents to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and coupons for interest, bearing the facsimile signature of its Treasurer, to be hereunto attached.

Dated, ..... 19....

SOUTHWEST GAS CORPORATION

By ..... President

Attest:

Secretary



[FORM OF COUPON]

No. .... \$.....

On the first day of ....., 19...., unless the Bond below mentioned shall have been called for previous redemption and payment thereof duly provided for, SOUTHWEST GAS CORPORATION will pay to bearer upon surrender hereof at the principal trust office of the Trustee in the City of Los Angeles, California, or at the option of the holder at the office or agency of the Company in the Borough of Manhattan, The City of New York, the amount shown hereon, in lawful money of the United States of America, being six months' interest then payable on its First Mortgage Bonds, 5% Series ... due May 1, 19....

.....  
Treasurer.

§ 2.04. § 2.04 of the Third Supplemental Indenture be and it hereby is amended to read as follows:

“§ 2.04. After the date of execution of this Fourth Supplemental Indenture, so long as any Bonds of any series shall be outstanding, no new series of Bonds shall be created under the Indenture which either (i) shall have any provision for a sinking, amortization, improvement, renewal or other analogous fund, or which shall have serial maturities, if the effect of such fund or serial maturities would be to retire, in any twelve months' period, a percentage of the original principal amount of the Bonds of such new series greater than the percentage producing level payments to maturity without the consent in writing of the holders of at least 66⅔% in principal amount of the Bonds of each series then outstanding, or (ii) shall mature on any date earlier than the maturity date of the Bonds of any series then outstanding without the consent in writing of the holders of at least 66⅔% in principal amount of each series of Bonds maturing at such a later date, except that, in the case of a new series of Bonds having serial maturities only the final maturity date need be subsequent to the maturity date of the Bonds of any series then outstanding, if the plan of serial maturities complies with the requirements of the foregoing Clause (i).”

**ARTICLE III.****Miscellaneous.**

§ 3.01. The Company is lawfully seized and possessed of all the real estate, franchises and other property described or referred to in the Indenture as presently mortgaged, subject to the exceptions stated therein, such real estate, franchises and other property are free and clear of any lien prior to the lien of the Indenture except as set forth in the Granting Clauses of the Indenture and the Company has good right and lawful authority to mortgage the same as provided in and by the Indenture.

§ 3.02. The Trustees assume no duties, responsibilities or liabilities by reason of this Supplemental Indenture other than as set forth in the Indenture as heretofore amended, and this Supplemental Indenture is executed and accepted by the Trustees subject to all the terms and conditions of the acceptance of the trust under the Indenture, as heretofore amended, as fully as if said terms and conditions were herein set forth at length.

§ 3.03. The terms used in this Supplemental Indenture shall have the meanings assigned thereto in the Indenture. Reference by number in this Supplemental Indenture to Articles or Sections shall be construed as referring to Articles and Sections contained in the Indenture, unless otherwise stated.

§ 3.04. As amended and modified by this Supplemental Indenture, the Indenture is in all respects ratified and confirmed and the Indenture as heretofore amended and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

§ 3.05. This Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered each as an original shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed on December 13, 1957, all as of the day and year first above written.

SOUTHWEST GAS CORPORATION,

By *[Signature]*  
President.

Attest: *[Signature]*  
Secretary.

Signed, sealed and delivered by the Company in the presence of:

*Martha K. Edwards*  
*Bessie W. Bristol*

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,

By *[Signature]*  
Trust Officer.

Attest: *[Signature]*  
Trust Officer.

Signed, sealed and delivered by the Trustee in the presence of:

*Pipe Walthall*  
*Joann J. Pesma*

*[Signature]*  
C. F. Felt

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.:

On this 13<sup>th</sup> day of December, in the year 1957, before me  
F. S. Morse, a Notary Public in and for said County and State,  
residing therein, duly commissioned and sworn, personally appeared  
H. G. LAUB, known to me to be the President of SOUTHWEST GAS CORPO-  
RATION, one of the corporations that executed the within instrument and  
acknowledged to me that such corporation executed the within instru-  
ment pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in this certificate first above written.

*F. S. Morse*  
.....  
Notary Public in and for the County  
of Los Angeles, State of California,  
My Commission expires NOV. 6, 1960

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.:

On this 13<sup>th</sup> day of December, A. D. 1957, before me,  
F. S. Morse, a Notary Public in and for the said County and  
State, residing therein, duly commissioned and sworn, personally  
appeared D. C. Gasterday and G. BAST, known  
to me to be a Trust Officer and Assistant Trust Officer, respectively, of  
Bank of America National Trust and Savings Association, one of the  
corporations that executed the within instrument and acknowledged to  
me that such corporation executed the within instrument pursuant to  
its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in this certificate first above written.

*F. S. Morse*  
.....  
Notary Public in and for the County  
of Los Angeles, State of California,  
My Commission expires NOV. 6, 1960



STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.:

On this 13<sup>th</sup> day of December, 1957, before me, F. S. Morse, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared C. F. FELT, known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*C. F. Felt*  
*F. S. Morse*

Notary Public in and for the County of Los Angeles, State of California.  
My Commission expires NOV. 6. 1960

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.:

HAROLD G. LAUB and CHARLES H. McCREA, being first duly sworn, each for himself, and not for the other, do depose and say: that the said Harold G. Laub is the President and the said Charles H. McCrea, is the Secretary of Southwest Gas Corporation, the mortgagor named in the foregoing Fourth Supplemental Indenture; that as such officers they are duly authorized by the Board of Directors of said corporation to make this affidavit for and on its behalf and that the foregoing Fourth Supplemental Indenture is bona fide and made without any design to defraud or delay any creditor or creditors of said corporation or any creditor or creditors.

*[Handwritten signatures]*  
.....  
.....

Subscribed and sworn to before me  
this 13<sup>th</sup> day of DECEMBER, 1957.

*[Handwritten signature]*  
.....  
Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission expires NOV. 7. 1960

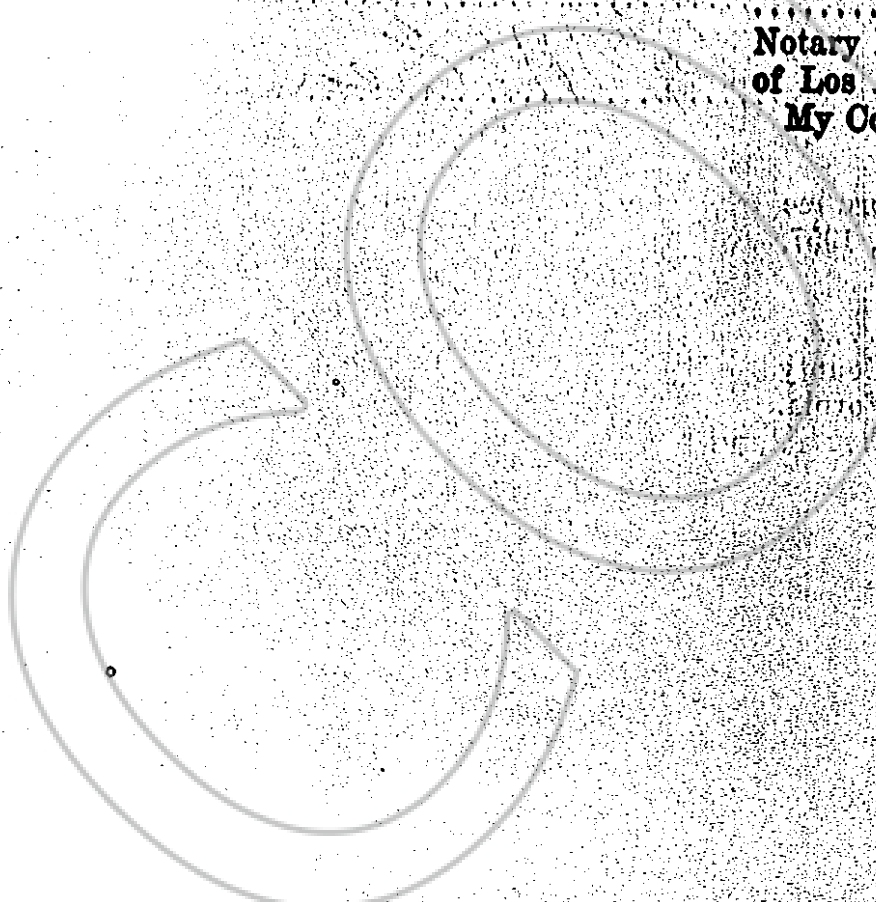


STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.:

On this 13<sup>th</sup> day of December, 1957, before me F.S. Morse  
the undersigned officer, personally appeared Harold G. Laub and  
Charles H. McCrea who acknowledged themselves to be the President  
and the Secretary, respectively, of Southwest Gas Corporation, a Cali-  
fornia corporation, and that they as such President and Secretary,  
being authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the said corporation  
by themselves as President and Secretary respectively.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

*F.S. Morse*  
.....  
Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission expires NOV. 6, 1960



STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.:

D. C. Easterday and ~~E. S. Marse~~ <sup>G. Bast</sup> being first duly sworn, each for himself and not for the other, do depose and say: that the said D. C. Easterday is a Trust Officer and the said <sup>G. Bast</sup> is an Assistant Trust Officer of Bank of America National Trust and Savings Association, one of the mortgagees named in the foregoing Fourth Supplemental Indenture; that as such officers they are duly authorized by the Board of Directors of said corporation to make this affidavit for and on its behalf and that the foregoing Fourth Supplemental Indenture is bona fide and made without any design to defraud or delay any creditor or creditors of Southwest Gas Corporation, a California corporation, the mortgagor named in said instrument or any creditor or creditors.

*[Handwritten signature]*  
.....  
*[Handwritten signature]*  
.....

Subscribed and sworn to before me  
this 13<sup>th</sup> day of DECEMBER, 1957.

*[Handwritten signature]*  
.....  
Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission expires NOV. 6, 1960

FILE NO. 89561  
Filed for record at the request of J. M. Miller  
Feb 3, 1964, at 31 minutes past 1 P. M. Recorded in  
Book 3 of Official Records, page 86-120, Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ 35<sup>00</sup> *[Handwritten signature]* Recorder.